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January 10, 2014

By ECF

Hon. Therese Wiley Dancks, U.S.M.J.
U.S. District Court, Northern District of New York
P.O. Box 7367
100 S. Clinton Street
Syracuse, NY 13261

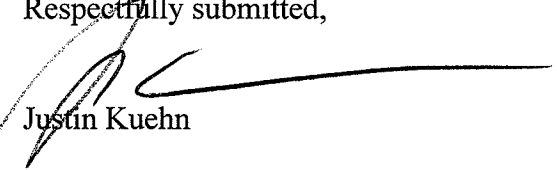
*Re: Reynolds v. Xerox Education Services, LLC
13-cv-1223, LEK/TWD*

Dear Judge Dancks:

We represent plaintiff Jeffrey Reynolds in the above-captioned action. I write in response to defendants' letter requesting a stay of discovery with respect to plaintiff's breach of contract claim.

On December 3, 2013, Your Honor set, with defendants' consent, a very limited discovery schedule – Rule 26 disclosures by January 13, 2014 and document demands concerning the breach of contract claim only by January 27, 2014. This matter was commenced, nearly a year ago, on February 13, 2013. The breach of contract claim in the Amended Complaint is materially unchanged from the original Complaint. There is no reason to further delay this matter.

Respectfully submitted,



Justin Kuehn

cc: (by email)
Edward Lenci, Esq.
Allison J. Schoenthal, Esq.
Robin Lacey Muir, Esq.
I. Stephen Rabin, Esq.